It is undisputed that: (1) Mr. Greivell is not a party to this litigation; and (2) M&S (and therefore Eccleston and Wolf) has not asserted any claims against, nor is it adverse to, Mr. Greivell. Simply stating that Mr. Greivell, not M&S, drafted the Quitclaim Deeds Mr. Holder attached to his Complaint against M&S, and that Mr. Greivell (not M&S) represented Mr. Holder for a time in the Young Litigation, does not create a conflict of interest on the part of Eccleston and Wolf.

Similarly, there is not a significant risk that Eccleston and Wolf's representation of M&S will be materially limited by its representation of Mr. Grievell in the unrelated matter. *See generally* Md. Rule 19-301.7(a). There is no testimony of any witnesses to be taken at this stage in this case. Mr. Holder's assertion that Mr. Greivell is a fact witness to this Motion to Dismiss, who may be deposed or otherwise testify in the case is nonsensical for two reasons. First, as a practical matter, this is a Motion to Dismiss, and not a motion for summary judgment. Thus, there is no testimony from witnesses to offer, as the Court is determining whether the pleading is legally sufficient. *See* Md. Rule 2-322(c); *Porterfield v. Mascari II, Inc.*, 374 Md. 402, 414 (2003) (Dismissal of a pleading is warranted if the pleading fails to articulate a legally sufficient basis entitling the pleading party to relief).

Second, and significantly, as is more fully set forth in M&S's Memorandum of Law in support of its Motion to Dismiss (hereinafter referred to as the "Memorandum") and below, the undisputed and unchallengeable facts, as determined by the Appellate Court of Maryland in its 63-page opinion in the Young Litigation, are that at all times Mr. Young was the owner of Parcel 3 by virtue of his Deed/chain of title and adverse possession of the land, and that there is no escaped/Gap Land. M&S's Motion to Dismiss ("MTD") Exhibit 1. As such, regardless of who drafted the Quitclaim Deeds, the immutable facts are that Plaintiff could never obtain title to the property in question. Stated another way, regardless of the form, content, substance or timing of

the Quitclaim Deeds, they could never provide title to the land Plaintiff was seeking, as in the case of the escaped/Gap Land, it does not exist, and in the case of Parcel 3, at all times this property was owned by Mr. Young and therefore could not be deeded to Plaintiff by any third party. There is therefore no testimony to be obtained from Mr. Greivell.

Finally, Mr. Holder's consent is not required for M&S to discuss Mr. Holder's matters with Eccleston and Wolf as Mr. Holder wrongly suggests in his Opposition. Opposition at ¶ 5. M&S is entitled to disclose to Eccleston and Wolf information relating to M&S' former representation of Mr. Holder in order to obtain legal advice from Eccleston and Wolf and to defend itself in this litigation. Md. Rule 19-301.6(4), (5).

II. Plaintiff is estopped from re-litigating the issues previously determined by the Appellate Court of Maryland in the underlying Young Litigation

As is more fully set forth in M&S's Memorandum, Mr. Holder is barred, as a matter of law, from: (1) relitigating the existence of and/or his entitlement to the escaped/Gap Land; (2) asserting or exercising easement rights over Mr. Young's Property; and (3) asserting title, by way of the Quitclaim Deeds, to any portion of Parcel 3, as it has been conclusively established that Mr. Young owns this land through his own chain of title and/or adverse possession.

In response, Mr. Holder makes two unavailing arguments. First, he argues in ¶ 21 of his Opposition that "the Judgment in Young was vacated by the Appellate Court of Maryland, and the Opinion of the trial court also discusses 'escaped land.'" Mr. Holder, in advancing this argument, clearly misunderstands the Appellate Court of Maryland's holding in the Young Litigation. Specifically, while the Appellate Court remanded the case to the Circuit Court for Washington County to "revise its declaratory judgment by removing any mention of Parcel 1,[2] and to make

[2] Parcel 1 consists of "approximately 10 acres, occupying the majority of Plat 2499, upon which Mr. Young's house and accessory buildings are located, with a driveway leading to Parcel 2." *See*

the requisite findings as to attorneys' fees payable by Deena Holder to Jeffrey Young;" it also expressly held that the trial "court further did not err in finding Mr. Young's ownership of Parcel 2 and 3 by record and/or by adverse possession, and the court properly found Mr. Holder's quitclaim deeds void. Finally, the court did not err in finding the claimed easement defective at creation, or alternatively, terminated by estoppel and/or adverse possession." *See* MTD Exhibit 1, p.63.

Thus, contrary to Plaintiff's assertions otherwise, the trial court's rulings regarding the existence (or more accurately lack thereof) of the escaped/Gap Land (which Plaintiff did not even appeal); lack of an easement over Mr. Young's Property; and Mr. Young's ownership of the property in question (Parcel 3) by way of his Deed/chain of tile and adverse possession remain undisturbed, and consequently the Plaintiff is collaterally estopped from relitigating issues that were fully and fairly determined by this Court.

Second, Plaintiff's reliance on *Ritter v. Mount St. Mary's Coll.*, 814 F.2d 984 (4th Cir. 1987), in arguing that the elements of collateral estoppel are not met in this case (Opposition ¶ 23), is misplaced. Specifically, the 4th Circuit in *Ritter* was applying federal, and not Maryland law. Maryland has a fully developed panoply of case law discussing the application of collateral estoppel, thereby rendering decisions from other jurisdictions, applying something other than Maryland law, irrelevant (in term of their application to Maryland law). *See* MTD at pgs. 15-16.

Furthermore, in *Ritter*, the Fourth Circuit ultimately concluded that collateral estoppel prevented Ms. Ritter from relitigating the same issues she previously "had a full and fair

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Memorandum of Law in Support of Defendant's Motion to Dismiss the Complaint (hereinafter "MTD") Exhibit 1, p. 15. Reference to this Parcel 1 was to be removed from the trial court's ruling as "Mr. Young's Complaint sought to quiet title to Parcels 2 and 3 and requested a declaration that he was the sole owner of the two parcels. Parcel 1 was not a subject of the suit." *Id.* at p. 49.

opportunity to litigate," including those which were the subject of "extensive discovery" and "vigorous arguments." *Id.* at 994. In the instant case, it is undisputed that Plaintiff had full and fair opportunity to be heard, as evidenced by the fact that he filed "copious" pleadings and motions in the underlying Young Litigation, and that he was afforded a three (3) day bench trial, during which several witnesses testified, including three experts, and various documents were received into evidence. *See* MTD Exhibit 1, p. 14.

Not only were the trial court's rulings regarding the escaped/Gap land, the ownership of Parcel 3 by Mr. Young (through title and/or adverse possession) and the lack of an easement in favor of Plaintiff and/or Uncle Eddies "critical" and "necessary" to the trial court's rulings, they were the very subject of the litigation and the exact issues which were decided by the trial court and affirmed on appeal by the Appellate Court of Maryland. *Id.* at pp. 14-24, 50-52 & 56-63; *see also* MTD at pg. 16-17. Plaintiff is estopped from asserting that there was escaped/Gap land which could have been deeded or otherwise acquired by him, or that he is entitled to the use or possession of any portion of Mr. Young's land, as a matter of law. *See Standard Fire Ins. Co. v. Berrett*, 395 Md. 439, 457-58 (2006) (reciting the elements of collateral estoppel under Maryland law).

The Supreme Court of Maryland has also held that issues that were decided "alternatively" by a trial court can give rise to collateral estoppel. *See Bank of N.Y. Mellon v. Georg*, 456 Md. 616, 670 (2017) ("Here, we hold that Judge Alexander's rulings on the merits and standing in the First Horizon litigation were not contingent rulings, but rather were independent, alternative rulings, and, as such, the ruling on the merits constitutes a final judgment for purposes of res judicata and collateral estoppel.").

Ultimately, under Maryland law "the doctrine of collateral estoppel precludes a party from re-litigating a factual issue that was essential to a valid and final judgment against the same party

in a prior action." *Shader v. Hampton Imp. Ass'n, Inc.*, 217 Md. App. 581, 605 (2014), *aff'd*, 443 Md. 148 (2015) (citing *Welsh v. Gerber Prods., Inc.*, 315 Md. 510, 516 (1989)). In the instant case, as set forth above and in M&S's Memorandum, the absence of any escaped/Gap Land and Mr. Young's ownership of the real property in question (which existed prior to any attempts by Plaintiff to "purchase" or otherwise acquire the property by way of the Quitclaim Deeds) have been conclusively established. These issues cannot be challenged in this litigation.

III. This Court can consider the records attached to M&S's Motion to Dismiss without converting it to a Motion for Summary Judgment

Attached as Exhibits to M&S's Motion to Dismiss are: (1) the Opinion of the Appellate Court of Maryland from the underlying Young Litigation; (2) the Maryland Judiciary Case Search Docket Report for the matter styled *Jeffrey Young v. Justin Holder, et al.*, Case No. C-21-CV-20-000371, Circuit Court for Washington County; and (3) copies of the Quitclaim Deeds referenced in the Complaint (which were filed in the land records of Washington County). Contrary to Plaintiff's assertions otherwise, the Court can take judicial notice of all of these records without converting M&S's Motion to Dismiss into a Motion for Summary Judgment. *See* Md. Rule 5-201 ("A judicially noticed fact must be one not subject to reasonable dispute in that it is either (1) generally known within the territorial jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned."); *Lerner v. Lerner Corp.*, 132 Md. App. 32, 40 (2000) ("Included among the categories of things of which judicial notice may be taken are "facts relating to the … records of the court."); *Marks v. Crim. Injuries Comp. Bd.*, 196 Md. App. 37, 78 (2010) ("It is widely accepted that judicial notice of court records extends to records that are accessed through the Internet."); *Shulman v. Rosenberg*, 2018 Md. App. LEXIS 12, at * 15 (2016) ("Land Records are the quintessential kind of documents of which we may take judicial notice."); *Faya v. Almaraz*, 329 Md. 435, 444 (1993) (noting that a

court, when deciding a motion to dismiss, "to place a complaint in context . . . may take judicial notice of additional facts that are either matters of common knowledge or capable of certain verification"); *Marks v. Criminal Injuries Comp. Bd.*, 196 Md. App. at 78 (2010) ("With respect to the readily available court records, this Court has taken judicial notice of official entries in circuit court records") (collecting cases).

In fact, the Opinion of the Appellate Court of Maryland in the Young Litigation is now available through Lexis and Westlaw, and therefore can be cited like any other appellate decision (M&S cites to the copy attached as Exhibit 1 to its Motion to Dismiss for continuity purposes between the Memorandum and this Reply). *See Holder v. Young*, 2023 Md. App. LEXIS 350, 2023 WL 3674691 (2023). Furthermore, it can hardly be argued that the copies of the Quitclaim Deeds (which are referenced in ¶¶ 14, 20, 21, 23, 24, 29, 30 & 40 of the Complaint and Amended Complaint), and the Circuit Court Docket Report and Appellate Court of Maryland Opinion from the Young Litigation (the Young Litigation is referenced in ¶¶ 16, 20, 21, 24 & 40 of the Complaint and Amended Complaint) introduce matters outside of the pleadings.

As such, this Court, pursuant to Md. Rule 5-201, can take judicial notice of Exhibits 1-3 to M&S's Memorandum without converting its Motion to Dismiss into a Motion for Summary Judgment.[3]

IV. Specific Performance of a Professional Services Contract is Unavailable as a Remedy as a Matter of Law

[3] If the Court were to convert the Motion to Dismiss into a Motion for Summary Judgment, M&S would be entitled to the entry of judgment in its favor, and against Plaintiff, as to all claims and causes of action asserted in the Complaint and Amended Complaint on the same grounds as it is entitled to the dismissal, with prejudice, of the lawsuit; namely that Plaintiff is estopped from claiming an interest in the escaped/Gap Land and/or Mr. Young's property, and therefore M&S was not the proximate cause of any of the damages identified in the Complaints.

In his Opposition, Mr. Holder now attempts to recharacterize the specific performance he is seeking. He now appears to argue that he is seeking for M&S to perform certain services that he claims were not performed. Opposition at ¶ 16. But regardless of how Mr. Holder now characterizes his request for specific performance, it is an unavailable remedy. Specific performance of a professional services contract is not available as a matter of law. *See Snodgrass v. Stubbs*, 189 Md. 28, 48 (1947) ("where a contract on one side calls for personal services, the performance of such services could not be compelled by a specific performance suit instituted by the other party."); *WEGBO v. Griffin Servs.*, 19 Fed. Appx. 68 (4th Cir. 2001)("Aside from the difficulties peculiar to personal service contracts, specific performance and its equivalents are inappropriate because judicial supervision of the performance required under these services agreements would be of long duration and has the potential of becoming quite difficult."); *Udall v. Littell*, 366 F.2d 668, 670 (U.S. App. D.C. 1966)("The relationship of attorney and client is such as to require perfect confidence between the parties and cannot be continued by a decree in equity against the will of either party.").

V. Mr. Holder has not identified any law or facts which preclude the dismissal, with prejudice, of this lawsuit

Mr. Holder, in ¶¶ 7-18 of his Opposition, seeks to re-litigate the issues of the escaped/Gap Land and his entitlement to a portion of Mr. Young's land. As discussed in ad nauseam above, Mr. Holder is estopped from doing so. In that regard, it should be noted that attached as Exhibits to Plaintiff's Opposition are briefs that were submitted to the Appellate Court of Maryland in the Young Litigation. Given the Appellate Court has issued a decision, the arguments in the parties' briefs are irrelevant. It is the opinion of the Court and the findings therein, and not the arguments of the parties, that are binding for purposes of collateral estoppel. Moreover, to the extent that arguments were raised by Mr. Holder and Uncle Eddie's with regard to their purported ownership

of the Gap Land and Parcel 3, these arguments have already been rejected by the Appellate Court of Maryland and cannot be raised again in this litigation.

VI. Conclusion

Wherefore, for the reasons set forth above and in M&S's Memorandum, it is respectfully submitted that the Complaint and Amended Complaint should be dismissed, With Prejudice,

POINTS AND AUTHORITIES

Caselaw
State v. Lee, 330 Md. 320, 327 n. 1 (1993)
Roessner v. Mitchell, 122 Md. 460, 466 (1914)
Porterfield v. Mascari II, Inc., 374 Md. 402, 414 (2003)
Ritter v. Mount St. Mary's Coll., 814 F.2d 984 (4th Cir. 1987)
Standard Fire Ins. Co. v. Berrett, 395 Md. 439, 457-58 (2006)
Shader v. Hampton Imp. Ass'n., Inc., 443 Md. 148, 162 (2015)
Intellectual Ventures I LLC v. Capital One Fin. Corp., 280 F. Supp. 3d 691 (D. Md. 2017)
Bank of N.Y. Mellon v. Georg, 456 Md. 616, 670 (2017)
Shader v. Hampton Imp. Ass'n, Inc., 217 Md. App. 581, 605 (2014), *aff'd*, 443 Md. 148 (2015)
Lerner v. Lerner Corp., 132 Md. App. 32, 40 (2000)
Marks v. Crim. Injuries Comp. Bd., 196 Md. App. 37, 78 (2010)
Shulman v. Rosenberg, 2018 Md. App. LEXIS 12, at * 15 (2016)
Faya v. Almaraz, 329 Md. 435, 444 (1993)
Holder v. Young, 2023 Md. App. LEXIS 350, 2023 WL 3674691 (2023)
Snodgrass v. Stubbs, 189 Md. 28, 48 (1947)
WEGBO v. Griffin Servs., 19 Fed. Appx. 68 (4th Cir. 2001)
Udall v. Littell, 366 F.2d 668, 670 (U.S. App. D.C. 1966)

Rules
Md. Rule 19-301.7(a)
Md. Rule 2-322(c)

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of January, 2024, copies of the foregoing Reply were e-filed via MDEC and served by first-class, postage pre-paid, mail on:

Justin K. Holder
308 W. Chaplin Street
Sharpsburg, Maryland 21782
Plaintiff, pro se

/s/Daniel R. Hodges
Daniel R. Hodges (AIS# 0612120390)

E-FILED; Washington Circuit Cour
Docket: 1/3/2024 12:46 PM; Submission: 1/3/2024 12:46 PM
Envelope: 1497740

Daniel Pei

From: no-reply@efilingmail.tylertech.cloud
Sent: Saturday, December 16, 2023 3:15 PM
To: Daniel Pei
Subject: Notification of Service for Case: C-21-CV-23-000473, Justin Holder vs. Miles and Stockbridge PC for filing Supporting Document, Envelope Number: 14833224

MARYLAND JUDICIARY

Notification of Service

Case Number: C-21-CV-23-000473
Case Style: Justin Holder vs. Miles and Stockbridge PC
Envelope Number: 14833224

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Filing Details	
Case Number	C-21-CV-23-000473
Case Style	Justin Holder vs. Miles and Stockbridge PC
Date/Time Submitted	12/16/2023 3:14 PM EST
Filing Type	Supporting Document
Filing Description	Amended Complaint - Comparison Copy (minor change should not effect rises motions at issue)
Filed By	Justin Holder
Service Contacts	Miles and Stockbridge PC: Daniel Pei (pei@ewmd.com) Daniel Hodges (hodges@ewmd.com) Other Service Contacts not associated with a party on the case: Justin Holder (jholdermdec@gmail.com)

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DEFENDANT'S EXHIBIT

E-FILED; Washington Circuit Cou
Docket: 12/16/2023 3:14 PM; Submission: 12/16/2023 3:14 P
Envelope: 1483322

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JUSTIN K. HOLDER

Plaintiff

v.

MILES AND STOCKBRIDGE, P. C.,
30 West Patrick Street, Suite 600
Frederick, Maryland 21701

Defendant(s)

CASE NO.: C-21-CV-_____

COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Plaintiff, Justin Kyle Holder ("Mr. Holder"), in proper person, hereby files this Complaint against Defendant, Miles and Stockbridge, ("M&S") and alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. Mr. Holder is an adult resident of Washington County in the State of Maryland. Mr. Holder receives his mail at 308 West Chapline Street, Sharpsburg, Maryland 21782. Mr. Holder pays property taxes to the Town of Keedysville, for his land that he occupies, and possesses openly, notoriously, continuously, exclusively, and under an unchallenged and superior claim to title, located partly within the corporate limits of the Town of Keedysville, Maryland. Mr. Holder also has a business interest in the district of Keedysville, Maryland, and holds a bare license to lawfully occupy and possess land in and around a subdivision commonly known as Stonecrest circle, at or near other property commonly known as 30 Antietam Drive, in Keedysville, Maryland.
2. Uncle Eddies brokedown palace LLC is a New Mexico LLC in good standing with the State of Maryland, (sometimes herein referred to as "Uncle Eddies") which owns real property in the Town of Keedysville, Maryland, generally described as a peninsula,

situated at the end of Antietam Dr in Keedysville, Maryland, bordered by the "Waters of the State" commonly known as "Little Antietam Creek" on three sides and bordered by an "abandoned" railroad line on the south side, ("Uncle Eddies' property").

3. Deena Holder ("Mrs. Holder") is Plaintiff's wife and mother of Plaintiff's children, she also owns real property in the Town of Keedysville, Maryland bordering Uncle Eddies' property, sitting on a bluff above the "Little Antietam Creek," ("Mrs. Holder's property").
4. Defendant, Miles and Stockbridge, P.C. is a law firm that maintains an office in Frederick, Maryland, and conducts business in Washington County, Maryland.
5. This Court has jurisdiction over the Defendants pursuant to MD. CODE ANN. CTS & JUD. PROC. §1-501, §3-403, §6-102 and §6-103. Subject matter jurisdiction in and over this case is founded, in part, upon the Maryland Uniform Declaratory Judgement Act, Title III, Subtitle IV, CTs. & JUD. PROC. ART., *Annot. Code of MD* (the "ACT").
6. Venue is proper in the Circuit Court for Washington County, Maryland pursuant to MD. CODE ANN. CTS. & JUD. PROC. § 6-201 and 6-202 because Defendant carries on regular business in Washington County and because Mr. Holder's claim arose from acts or conduct that occurred in Washington County, Maryland.

FACTS COMMON TO ALL COUNTS

7. Mr. Holder incorporates by reference the allegations set forth in the preceding paragraphs of this Complaint as if fully stated herein.
8. In the spring of the year 2020, Mr. Holder contacted M&S in order to obtain legal advise regarding "Division and Transfers of Real Estate" located in Keedysville, Maryland, and by his June 24, 2020 signature on a retainer agreement dated June 24, 2020, and

payment of the $3500 "retainer," entered into a binding contract, (the "contract") with M&S, wherein M&S would provided legal services as described at ¶1 of the contract:

> You have engaged the Firm to provide legal services in connection with the division and transfer of real estate with Deena Adrienne Holder in accordance with an existing separation agreement, as well as legal advice regarding such properties and divisions (the "Matter.") Our services with regard to the Matter will be limited to the division of real estate. Any change in the scope of legal services will be the subject of a separate engagement letter or other confirmatory written communication.

9. Mr. Holder proceeded to cooperate fully with M&S and to provide promptly M&S all information known or available to Mr. Holder pertinent to M&S's representation and paid M&S's statements for services and expenses in accordance with the terms of the contract, and/or otherwise to fulfill any other obligations described therein.

10. Mrs. Holder's property, and Uncle Eddies' property are located in the corporate limits within the Town of Keedysville, Maryland, containing eight (8) acres of land more or less, and designated on the Town of Keedysville zoning map as "suburban residential," a zoning regulation allowing for division of land as one (1) lot per half (1/2) acre of land.

11. Mrs. Holder's property, and Uncle Eddies' property are also located in a "W1" existing water service area, and "S1" existing sewer service area, which can be ascertained by review of the publicly posted 2009 Town of Keedysville Comprehensive Plan, or the 2009 Washington County Water and Sewer Plan.

12. The Town of Keedysville, Maryland represented to Mr. Holder that Mrs. Holder's property, and Uncle Eddies' property, suffer from easement issues necessary for access and utilities in order to fully utilize, and/or develop those properties.

13. Mr. Holder, with the assistance of professional land surveyor George Nagel, ("Mr. Nagel") identified escaped land that joined Mrs. Holder's property and Uncle Eddies' property, which could be utilized for access and utilities to fully utilize those properties.

14. M&S provided Mr. Holder advice on the "Division and Transfers of Real Estate" in Keedysville, Maryland, which resulted in Mr. Holder obtaining quit claim deed(s) which granted the escaped land to Mr. Holder, at the advice and counsel of M&S.

15. On, or about Tuesday, August 11, 2020, a representative from M&S visited Mrs. Holder's property, Uncle Eddies' property, and the escaped land Mr. Nagel identified.

16. On, or about September 16, 2020, Jeffrey Young, (Mr. "Young") filed suit in the Washington County Circuit Court, wherein Young claimed *inter alia* to have adversely possessed part of the escaped land identified by Mr. Nagel, and requested Mr. and Mrs. Holder enjoined from the land Young claims to have adversely possessed.

17. M&S sent Mr. Holder a letter dated September 28, 2020, wherein M&S explained:

> It was a pleasure meeting with you Friday to be able to discuss matters involved with your Keedysville property interests. I hope my thoughts regarding title issues surrounding your ongoing cases were helpful both to reinforce what you already have and to add further strategy you have not considered. * * *
>
> Finally, you have expressed an interest in exploring whether deeds relating to 25 and 28 might be deeded from Deena to you and Deena as tenants by the entireties, even though you are separated, and perhaps more significantly the title issues discovered for such a possible conveyance. I am in contact with my firms' title people in that regard, as you have requested.[1]

18. It was later discovered by Mr. Holder that M&S's "title people" were in contact with Mr. Young, and his wife Cheryl Young throughout the summer of 2020, and M&S was also providing legal advice related to the escaped land identified by Mr. Nagel, to Young.

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[1] Mrs. Holder's property have a common address of 25 and 28 Antietam Drive in Keedysville, Maryland. Uncle Eddies' property has a common address of 30 Antietam Drive.

19. In January of 2021, Mr. Holder was contacted by M&S, wherein M&S explained to Mr. Holder that the M&S representative that had visited the escaped land with Mr. Holder on August 11, 2020, was forced into retirement, and M&S at the request of the "title people," (asserting their "conflicts") was terminating its contract with Mr. Holder.

20. Upon information and belief, the M&S "title people" disclosed the material fact of Mr. Holder's quit claim deeds for the escaped land to Young, because *inter alia* Young's pleadings reflect that Mr. Holder had obtained title to the escaped land, and Mr. Holder did not tell Mr. Young he had obtained the quit claim deed(s).

21. Mr. Holder litigated the bulk of the *Young v Holder* lawsuit *pro se*, which resulted *inter alia* in some of Mr. Holder's quit claim deed(s) being voided as illegal subdivisions.

22. The Town of Keedysville, Maryland's subdivision ordinance expressly excludes:

> ...the transfer or sale of land between owners of adjoining properties which does not involve the creation of any new buildable lots under the terms of the Keedysville Zoning Ordinance shall not constitute a subdivision...

23. Had Mr. Holder been advised to title the real estate described in his quit claim deed(s) as joint tenants by the entirety with his wife, whereas Mrs. Holder's property, Uncle Eddies' property and the escaped land identified by Mr. Nagel indisputably a join one another, the transfers could not possibly have created "new buildable lots."

24. Mr. Holder relied on the advice and counsel of M&S when he contracted the quit claim deeds from his vendors, and as a direct result of that advice regarding "Division and Transfers of Real Estate," to hold title in his individual name, Mr. Holder's quit claim deeds were deemed illegal by the trial court judge, affirmed void by the Appellate court of Maryland, Petition for Certiorari denied by the Supreme Court of Maryland, and Petition to the United States Supreme Court has not yet been granted or denied.

25. Mr. Holder relied on the confidential relationship of his legal counsel related to the quit claim deed(s) he obtained, and/or not discussing his "Matters" with his adversaries.

COUNT I - BREACH OF CONTRACT

26. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.

27. On or about June 24, 2020 , Plaintiff, Justin Holder contracted with Defendant, Miles and Stockbridge P. C. to provide advice and counsel to Justin Holder, related to a real property transaction in Keedysville, MD; whereby Plaintiff, Justin Holder provided for compensation of Defendant, Miles and Stockbridge P. C.; and by agreement Defendant, Miles and Stockbridge P. C. entered into a written contract with Plaintiff.

28. The legal effect of the contract was such that Miles and Stockbridge P. C. was to provide competent and confidential legal advice related to "Division and Transfers of Real Estate," in accordance of all applicable laws, regulations and/or ordinances, and also maintain the confidence of Mr. Holder regarding the transaction and his "Matters."

29. Defendant, Miles and Stockbridge P. C. has breached the contract by not providing as a minimum standard of care, advice and counsel to obtain the quit claim deed(s) that would comport with the Town of Keedysville, Maryland subdivision ordinance, and by disclosing the existence of the quit claim deeds, and/or discussing Mr. Holder's "Matters" with his adversaries, including Mr. and Mrs. Young.

30. Defendant, Miles and Stockbridge P. C. has breached the contract by not taking proper steps to protect Mr. Holder's interest, rights, and obligations in his "Matters."

31. Plaintiff, Mr. Holder has performed all precedent conditions to recover under breach by Defendant, Miles and Stockbridge P. C.

32. As a result of Defendant, Miles and Stockbridge P. C.s' breach of the contract, Plaintiff has sustained damages in an amount over $75,000, to be determined after trial.
33. Accordingly, Plaintiff demands Judgment against Defendant for a sum over $75,000, interest, and costs including third party litigation cost to be determined after trial.
34. In consequence thereof, the Plaintiff will continue to suffer damages and other harms.
35. These harms by the Defendant, Miles and Stockbridge P. C., and threatened harms by the Defendant, Miles and Stockbridge P. C., are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff prays that this Honorable Court:

A. Enjoin Defendant, Miles and Stockbridge P. C. to specifically perform upon its contract and provide Mr. Holder with deeds to Mrs. Holder's property, Uncle Eddies' property, and the escaped land identified by Mr. Nagel that are not illegal;
B. Enjoin Defendant, Miles and Stockbridge P. C. to specifically perform upon its contract and provide Mr. Holder advice and counsel to adjudicate necessary easements for access and utilities to Mrs. Holder's property, and Uncle Eddies' property;
C. Enjoin Defendant, Miles and Stockbridge P. C. to cease and desist discussing Mr. Holder's "Matters" with Mr. Holder's adversaries;
D. Award the Plaintiff actual damages against the Defendant, Miles and Stockbridge P. C. in an amount in excess of $75,000;
E. Grant such other and further relief as the interests of justice may require.

COUNT II - MALPRACTICE AND/OR NEGLIGENCE

36. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.

37. Plaintiff and Miles and Stockbridge P. C. had a professional relationship in which Miles and Stockbridge P. C. as a law firm owed Plaintiff a duty and care in its service thereof.
38. Miles and Stockbridge P. C. unequivocally breached the rules of professional conduct when it discussed Mr. Holder's "Matters" with his adversaries, Mr. and Mrs. Young.
39. Miles and Stockbridge P. C. failed to provide Mr. Holder competent legal advice and counsel, as a minimum standard of care, to prevent Mr. Holder's deeds from being voided. Mr. Holder relied on the advise of Miles and Stockbridge P. C. to his detriment.
40. Miles and Stockbridge P. C.s' negligence (or worse) directly caused the injuries to Plaintiff by disclosing his quit claim deeds to his adversary, and providing Young an unwarranted advantage in litigation, and Miles and Stockbridge P. C.s' advice and counsel was the direct cause of Mr. Holder's quit claim deed(s) being voided, which significantly contributed to the resulting judgement in favor of Young.
41. But for Miles and Stockbridge P. C.s' negligence Plaintiff would have good title to the escaped land, and access and utilities easements to fully utilize the suburban residential properties of Mrs. Holder and Uncle Eddies, located in a w1/s1 zone in Keedysville, MD.
42. In consequence thereof, the Plaintiff has suffered and will continue to suffer damages and other harms.
43. Defendant, Miles and Stockbridge P. C., has caused Plaintiff to incur third party litigation cost in defense of his legal rights, business relationships, contractural obligations and reputation.
44. These harms by the Defendant, Miles and Stockbridge P. C. and threatened harms by the Defendant, Miles and Stockbridge P. C., are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff prays that this Honorable Court:

A. Permanently enjoin Defendant, Miles and Stockbridge P. C., from discussing Mr. Holder's "Matters" with his adversaries;

B. After reviewing the contracts, and adjudicating the rights and status of the parties, affirmatively declare that Miles and Stockbridge P. C.s' conduct in discussing Mr. Holder's "Matters" with Mr. and Mrs. Young violated the ~~Maryland rules of professional conduct~~law of the land, breaching the common law attorney/client contract with actual malice, and as such is a violation of public policy wherein Mr. Holder is eligible to receive punitive damages, and award Mr. Holder punitive damages for the Defendant's conduct in violation of that public policy and law of the land;

C. Award the Plaintiff actual damages against the Defendant , Miles and Stockbridge P. C. in an amount in excess of $75,000;

D. Grant such other and further relief as the interests of justice may require.

Respectfully submitted,

_____

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial for all matters triable by jury in this matter.

_____

Justin K. Holder, *Pro Se*

E-FILED; Washington Circuit Cou
Docket: 1/9/2024 2:28 PM; Submission: 1/9/2024 2:28 PI
Envelope: 1503686

JUSTIN K. HOLDER,	**IN THE**
Plaintiff	**CIRCUIT COURT**
v.	**FOR**
MILES AND STOCKBRIDGE P.C.,	**WASHINGTON COUNTY**
Defendant.	**Case No. C-21-CV-23-0473**

DEFENDANT'S REPLY TO PLAINTIFF'S "JANUARY 18, 2024 BENCH MEMORANDUM IN LAW"

Defendant, Miles and Stockbridge P.C. (hereinafter "M&S"), by and through its attorneys, Daniel R. Hodges, Daniel W. Pei, and Eccleston and Wolf, P.C., hereby respectfully submits this Reply to Plaintiff's "January 18, 2024 Bench Memorandum In Law."

Plaintiff, in his "Bench Memorandum" (which appears to be a supplement his Opposition to M&S's Motion to Dismiss) argues that he has sufficiently stated a claim for breach of contract as he is entitled to recover, at a minimum, nominal damages. Plaintiff also reiterates his legally incorrect argument that since the Young Case was remanded to the Circuit Court for Washington County to "revise its declaratory judgment by removing any mention of Parcel 1, and to make the requisite findings as to attorneys' fees payable by Deena Holder to Jeffrey Young," that the opinion of the Appellate Court of Maryland is void and/or somehow does not give rise to collateral estoppel. With regard to the later legally incorrect assertion, this issue has already been addressed in M&S's Reply to Plaintiff's Opposition to its Motion to Dismiss (pp. 3-4), which is adopted and incorporated by reference as if fully set forth herein.

With regard to the former issue, while Plaintiff is correct that nominal damages are recoverable for a breach of contract, Plaintiff has not stated a claim that M&S breached a contract

with him. Specifically, Plaintiff avers in the Complaint that the contract at issue states that M&S was engaged "to provide legal services in connection with the division and transfer of real estate with Deena Adrienne Holder in accordance with an existing separation agreement, as well as legal advice regarding such properties and divisions (the "Matter"). Our services with regard to the Matter will be limited to the division of real estate." Compl. ¶ 8.

Plaintiff has failed to plead any acts or omissions on the part of M&S that constitute a breach of this contract. As is more fully set forth in M&S's Motion to Dismiss and Reply to Plaintiff's Opposition, both of which are adopted incorporated by reference as if fully set forth herein, it has been conclusively established that neither Plaintiff nor Deena Holder were the owners of any portion of Parcel 3, and that there is no escaped/Gap land. Thus, M&S could not have breached its contract with Plaintiff by failing to divide and/or otherwise transfer Parcel 3 or the Gap Land to Plaintiff or Denna Holder, because at no time did either of these individuals own the real property in question.

That is, in order to be entitled to damages (nominal or otherwise), Plaintiff must first identify: (1) the existence of a contractual obligation owed by M&S to him; and (2) a material breach of that obligation by the M&S. *See Taylor v. NationsBank, N.A.*, 365 Md. 166, 175 (2001). In the instant case, Plaintiff cannot establish, as a matter of law, that M&S breached their contract with him by failing to acquire on his behalf Parcel 3 or the Gap Land.

Moreover, as a practical matter, M&S could not have breached a contract with Plaintiff by "disclosing the existence of the quit claim deeds," as they are public record (having been filed in the land records for Washington County) and were introduced as exhibits in the Young Litigation. *See* MTD Exhibit 1, p. 19; MTD Exhibit 3. In fact, two of the three Deeds were filed after the institution of the Young Litigation. *Id.*

Finally, Plaintiff's conclusory allegation that M&S discussed "matters with his adversaries" (Compl. ¶ 8) is not sufficient to plead a breach of contract. It does not identify what matters were discussed, with whom the matters were discussed, when the matters were discussed and/or in what context. *See Valentine v. On Target, Inc*, 353 Md. 544, 549 (1999) (Facts must be pled with some specificity in order to demonstrate that the elements of the cause of action exist, as it is not sufficient to merely assert conclusory allegations); *Berman v. Karvounis*, 308 Md. 259, 265 (1987) (holding that in reviewing a motion to dismiss, a court need not consider mere conclusory charges which have no factual support or basis); *Rivera v. Prince George's County Health Department*, 102 Md. App. 456, 472 (1994) (noting that mere conclusory charges in a complaint are not sufficient to withstand a proper motion to dismiss); *Maryland Rules Commentary*, 3d. Ed., p. 180 (stating that, "the pleader must allege facts, not mere conclusions… Thus, under Maryland practice, a pleading that fails to allege facts, or that fails to demand a particular form of relief, fails to fulfill the purpose of pleading.").

Accordingly, for the reasons set forth above and in M&S's Motion to Dismiss, Motion to Dismiss the Amended Complaint and Reply to Plaintiff's Opposition, it is respectfully submitted that the Amended Complaint should be dismissed, with prejudice.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day of January, 2024, copies of the foregoing were e-filed via MDEC and served by first-class, postage pre-paid, mail on:

Justin K. Holder
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Plaintiff, pro se

/s/Daniel R. Hodges
Daniel R. Hodges (AIS# 0612120390)

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JUSTIN K. HOLDER,	**IN THE**
Plaintiff	**CIRCUIT COURT**
v.	**FOR**
MILES AND STOCKBRIDGE, P.C.	**WASHINGTON COUNTY**
Defendant	**Case No. C-21-CV-23-0473**

DEFENDANT MILES & STOCKBRIDGE, P.C.'S MOTION TO DISMISS PLAINTIFF'S SECOND AMENDED COMPLAINT AND REQUEST FOR HEARING

Defendant, Miles and Stockbridge, P.C. (hereinafter "M&S"), by and through its attorneys, Daniel R. Hodges, Daniel W. Pei, and Eccleston and Wolf, P.C., hereby respectfully submits this Motion to Dismiss Plaintiff's Second Amended Complaint and Request for Hearing, and in support thereof adopts by reference as if fully set forth herein its Motion to Dismiss the Original Complaint, Memorandum of Law in support thereof, Reply to Plaintiff's Opposition to the Motion to Dismiss the Original Complaint, Reply to Plaintiff's Bench Memorandum and Motion to Dismiss the Amended Complaint. *See* Md. Rule 2-303(d) ("Statements in a pleading or other paper of record may be adopted by reference in a different part of the same pleading or paper of record or in another pleading or paper of record.").

Specifically, on January 9, 2024, Plaintiff filed a Second Amended Complaint. The additions in the Second Amended Complaint do not change or alter the arguments set forth in M&S's dispositive Motion, including that: (1) Plaintiff is collaterally estopped, as a matter of law, from asserting that he had title to a portion of Parcel 3 and/or that there was escaped/Gap land that could be Deeded to him, and therefore M&S was not the proximate cause of his alleged damages;

(2) Plaintiff cannot, as a matter of law, obtain specific performance in connection with a professional services contract; and (3) Plaintiff has not identified any recoverable damages.

As such, M&S respectfully requests that this Court proceed with the Motions hearing scheduled for January 18, 2024, at 10:30 a.m., and that at the conclusion of this hearing the Court enter an Order dismissing the Second Amended Complaint, and all claims and causes of action set forth therein, With Prejudice.

REQUEST FOR HEARING

M&S, by and through its undersigned counsel and pursuant to Maryland Rule 2-311(f), hereby respectfully requests that its Motion to Dismiss the Second Amended Complaint be heard at the January 18, 2024, Motions Hearing.

STATEMENT OF GROUNDS AND AUTHORITIES

1. MD. RULE 2-303.
2. The entire record herein.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of January, 2024, copies of the foregoing Motion to Dismiss the Second Amended Complaint were e-filed and e-served via MDEC, and served by first-class, postage pre-paid, mail, on:

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Sharpsburg, Maryland 21782
Plaintiff, pro se

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Daniel R. Hodges (AIS# 0612120390)

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JUSTIN K. HOLDER,	**IN THE**
Plaintiff	**CIRCUIT COURT**
v.	**FOR**
MILES AND STOCKBRIDGE P.C.,	**WASHINGTON COUNTY**
Defendant.	**Case No. C-21-CV-23-0473**

DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION TO ALTER OR AMEND FEBRUARY 2, 2024, ORDER

Defendant, Miles and Stockbridge P.C. (hereinafter "M&S"), by and through its attorneys, Daniel R. Hodges, Daniel W. Pei, and Eccleston and Wolf, P.C., hereby respectfully submits this Opposition to Plaintiff's Motion to Alter or Amend February 2, 2024, Order.

(1) Plaintiff's Motion to Alter or Amend is just a repackaging/rehashing of the same arguments he made in response to Defendant's Motions to Dismiss and before this Court at the January 18, 2024, hearing. For this reason alone, Plaintiff's Motion should be denied, as the Court has already considered, and rejected, Plaintiff's arguments.

(2) Additionally, while Plaintiff spends nearly 2 pages of his Motion arguing that he can maintain a claim for constructive fraud against M&S, Plaintiff did not assert this cause of action in his Complaint, Amended Complaint and/or Second Amended Complaint. Rather, each of these pleadings contains the same two causes of action, namely breach of contract and negligence/malpractice.[1]

[1] Maryland's prohibition on claim-splitting prevents Plaintiff from curing his failure to plead a cause of action for constructive fraud by filing yet another complaint. Maryland law is well-settled that "rights cannot be enforced in piecemeal fashion . . . a single cause of action or an entire claim cannot be split up or divided and separate suits maintained for the various parts thereof." *Levin v. Friedman*, 271 Md. 438, 445 (1973). *See also Jones v. House of Reformation*, 176 Md. 43, 54

(3) Moreover, in addition to the fact that: (a) Plaintiff did not assert a cause of action for fraud against M&S; and (b) the Complaints are devoid of facts establishing, with particularity, the necessary elements of a cause of action for fraud (including scienter),[2] Plaintiff also cannot establish that the alleged acts and/or omissions of M&S (regardless of how they are couched) caused him damages.

(4) Specifically, as this Court correctly stated on page three of its February 2, 2024, Memorandum Opinion: "Any damages which may have resulted from the loss of such a gap of land are irrelevant because it is legally impossible to assign blame to Defendants for something which does not exist. Because the damages alleged by Plaintiff appear to be based upon a failure to obtain title (or divide real estate as note din the retainer agreement) to a gap of land which does not exist, this Court finds Plaintiff's allegations, even if true, would not offer relief... Because of the legal findings of the Appellate Court of Maryland, any amendment of Plaintiff's complaint is precluded as a matter of law."

(1939) ("[T]he"policy of the law is to avoid a multiplicity of suits."). In *In re Carlin's Estate*, 212 Md. 526, 532-33 (1957), the Court of Appeals explained: "It is well established that a single cause of action or an entire claim cannot be split up or divided and separate suits maintained for the various parts thereof."

[2] It is "well settled that the facts constituting a fraud charged in a bill of complaints must be set forth with certainty and particularity. A general allegation of fraud, however strong in expression, is not sufficient unless there is an allegation of the facts and circumstances relied on as constituting the alleged fraud." *Sims v. Ryland Grp., Inc.*, 37 Md. App. 470, 473 (1977) (citing *Boyle v. Md. State Fair*, 150 Md. 333, 341 (1926)); *Billings v. Lippel*, 184 Md. 1, 10 (1944). "The requirement of particularity ordinarily means that a plaintiff must identify who made what false statement, when, and in what manner (i.e., orally, in writing, etc.); why the statement is false; and why a finder of fact would have reason to conclude that the defendant acted with scienter (i.e., that the defendant either knew that the statement was false or acted with reckless disregard for its truth) and with the intention to persuade others to rely on the false statement." *McCormick v. Medtronic, Inc.*, 219 Md. App. 485, 528 (2014).

(5) Finally, as is more fully set forth in M&S's Motion to Dismiss the Original Complaint, Reply to Plaintiff's Opposition, Reply to Plaintiff's Bench Memorandum and Motions to Dismiss the Amended and Second Amended Complaints (all of which are incorporated by reference as if fully set forth herein), collateral estoppel is applicable to this case, as contrary to Plaintiff's assertions otherwise: (a) not only were the trial court's rulings regarding the escaped/Gap land, the ownership of Parcel 3 by Mr. Young (through title and/or adverse possession) and the lack of an easement in favor of Plaintiff and/or Uncle Eddies "critical" and "necessary" to the trial court's rulings, they were the very subject of the litigation and the exact issues which were decided by the trial court and affirmed on appeal by the Appellate Court of Maryland (*See* M&S's Motion to Dismiss Exhibit 1, pp. 14-24, 50-52 & 56-63); and (b) Maryland's adoption of the case-within-the-case doctrine (as a method for determined proximate causation in a legal malpractice case – *see Suder v. Whiteford, Taylor & Preston, LLP*, 413 Md. 230, 241 (2010)) has no bearing on the application of the doctrine of collateral estoppel.

Wherefore, for the reasons set forth above, on the record at the January 18, 2024, motion's hearing, in this Court's February 2, 2024, Memorandum Opinion and in M&S's Motion to Dismiss the Original Complaint, Reply to Plaintiff's Opposition, Reply to Plaintiff's Bench Memorandum and Motions to Dismiss the Amended and Second Amended Complaints, it is respectfully submitted that Plaintiff's Motion to Alter or Amend should be denied.

POINTS AND AUTHORITIES

Caselaw

Boyle v. Md. State Fair, 150 Md. 333, 341 (1926)
Billings v. Lippel, 184 Md. 1, 10 (1944)
In re Carlin's Estate, 212 Md. 526, 532-33 (1957)

Jones v. House of Reformation, 176 Md. 43, 54 (1939)
Levin v. Friedman, 271 Md. 438, 445 (1973)
McCormick v. Medtronic, Inc., 219 Md. App. 485, 528 (2014)
Sims v. Ryland Grp., Inc., 37 Md. App. 470, 473 (1977)
Suder v. Whiteford, Taylor & Preston, LLP, 413 Md. 230, 241 (2010)

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of February, 2024, copies of the foregoing Opposition to Plaintiff's Motion to Alter or Amend were e-filed and e-served via MDEC and served by first-class, postage pre-paid, mail on:

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Plaintiff, pro se

/s/Daniel R. Hodges
Daniel R. Hodges (AIS# 0612120390)